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# IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

Case 20-20487-GLT

JAMIEE L. DESIMONE,

Chapter 13

Debtor

JAMIEE L. DESIMONE,

Movant

v. Conciliation: 7/20/2023, 9AM

(Chapter 13 Zoom)

RONDA J. WINNECOUR, Trustee,
Office of the U.S. Trustee,
Credit Acceptance Corp., Santander Consumer USA,
Roundpoint Mortgage Servicing Corp., Navient,
JPMorgan Chase Bank, Citibank, Dell Financial,
FedLoan Servicing, Fortiva, Bank of Missouri,
Klarna Credit, Capital One Bank, Quantum III,
One Main Financial, Sunrise Credit, Synchrony Bank,
Jefferson Capital,

Respondents

### NOTICE OF PROPOSED MODIFICATION TO PLAN DATED MAY 6, 2022

- 1. Pursuant to 11 U.S.C. § 1329, the Debtor(s) has filed an Amended Chapter 13 Plan dated June 8, 2023, which is annexed hereto at Exhibit "A" (the "Amended Chapter 13 Plan"). A summary of the modification is set forth below in paragraphs 4 through 6 of this Notice.
- 2. All Objections to the Amended Chapter 13 Plan must be filed and served by no later than 21 days after the date of this Notice upon the Debtor(s), Chapter 13 Trustee and any creditor whose claim allowance or treatment is the subject of the Objection. Untimely Objections will not be considered. Any creditor who files a timely Objection to the Amended Chapter 13 Plan must appear at the scheduled Initial Confirmation Hearing on the Amended Chapter 13 Plan.
- 3. A virtual (via Zoom) Initial Confirmation Hearing on the Amended Chapter 13 Plan will be held on July 20, 2023, at 9AM., before the Chapter 13 Trustee. The table and meeting I.D., to participate by Zoom (and telephone number and meeting I.D. to participate by telephone if you lack the ability to participate by Zoom), can be found at <a href="http://www.ch13pitt.com/calendar/">http://www.ch13pitt.com/calendar/</a> several days before the meeting. Parties are expected to

familiarize themselves with the Trustee's website at <a href="http://www.ch13pitt.com/">http://www.ch13pitt.com/</a> and to comply with the procedures set forth at that site for conference participation.

- 4. Pursuant to the Amended Chapter 13 Plan, the Debtor(s) seeks to modify the Plan in the following particulars: Inclusion of Credit Acceptance Corp. for payment on a vehicle as a long-term continuing debt (related ECF 129- Stip and Order approving Post-Petition financing); and removing all distributions to Chrysler Capital (termination of lease).
- 5. The proposed modification to the Plan will impact the treatment of the claims of the following creditors, and in the following particulars: **No change.**
- 6. Debtor(s) submits that the reason(s) for the modification is (are) as follows: This Court's approval (ECF 129) of Debtor and Chapter 13 Trustee's Stipulation and Order resolving Motion for Lease Buyout/Post-Petition financing.
- 7. The Debtor(s) submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtor(s) further submits that the proposed modification complies with 11 U.S.C. §§ 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor(s) respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

RESPECTFULLY SUBMITTED, this 26th day of June 2023.

Respectfully submitted,

/s/ Christian M. Rieger
Christian M. Rieger, Esquire
PA: 307037
2403 Sidney Street
Suite 214
Pittsburgh, PA 15203
criegerlaw@gmail.com
(412) 381-8809
(412) 381-4594 (fax)

Date: June 26, 2023

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Fill in this info	ormation to identify	your case:					
Debtor 1	JAMIEE First Name	Middle Name	DESIMOI Last Name	NE_	$\square$	Check if this is a plan, and list bel sections of the p	ow the
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		_	been changed.	
United States Ba	nkruptcy Court for the V	Vestern District of Pe	ennsylvania		3.	1; 6.1	
Case number	20-20487-GL	Т					
(if known)							
Mestern I	District of Pe	ennevlyan	ia				
	· 13 Plan [	-					
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Part 1: Not	ices						
To Debtors:	indicate that the	option is appro	priate in your circu	in some cases, but the pr imstances. Plans that do in control unless otherwis	not o	comply with local	
	In the following no	lice to creditors, y	ou must check each l	box that applies.			
o Creditors:	YOUR RIGHTS MAY BE AFFECTED BY THIS PLAN. YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED.						
	You should read the attorney, you may			ur attorney if you have one	in this	bankruptcy case. If	you do not have
	ATTORNEY MUS THE CONFIRMAT PLAN WITHOUT	T FILE AN OBJE TION HEARING, FURTHER NOTIC	ECTION TO CONFIR UNLESS OTHERWI CE IF NO OBJECTIO	OUR CLAIM OR ANY PR MATION AT LEAST SEVE SE ORDERED BY THE C IN TO CONFIRMATION IS OF OF CLAIM IN ORDER TO	N (7) OURT FILED	DAYS BEFORE THE COURT MADE SEE BANKRUPTO	E DATE SET FO Y CONFIRM TH CY RULE 3015.
	includes each of	the following it		Debtor(s) must check one ed" box is unchecked or			
payment				, which may result in a pa action will be required		O Included (	Not Include
			, nonpurchase-mon to effectuate such li	ey security interest, set o imit)	ut in	Included	Not Include
3 Nonstanda	rd provisions, set o	out in Part 9				○ Included	Not Include
I							
art 2: Pla	n Payments and I	₋ength of Plan					
	make regular paym <sub>of \$</sub> 2,154.00		ee: otal plan term of 60				falla
				_ months shall be paid to the	ie (fusi	iee irom iuture earnir	igs as iollows:
Payments	By Income Attachn 2,154.00	nent Directly by	y Debtor	By Automated Bank Tran	sfer		
D#1	\$0.00		\$0.00	\$0.00			
D#2	\$0.00		\$0.00	\$0.00			

(SSA direct deposit recipients only)

(Income attachments must be used by debtors having attachable income)

Debtor(Gase 20-20487-GLT Doc 141 Filed 06/26/23 Entered 06/26/23 Laber 20:23 Desc Main Page 4 of 10 Document 2.2 Additional payments: Unpaid Filing Fees. The balance of \$ shall be fully paid by the Trustee to the Clerk of the Bankruptcy Court from the first available funds. Check one. None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced. The debtor(s) will make additional payment(s) to the trustee from other sources, as specified below. Describe the source, estimated amount, and date of each anticipated payment. The total amount to be paid into the plan (plan base) shall be computed by the trustee based on the total amount of plan payments plus any additional sources of plan funding described above. Part 3: Treatment of Secured Claims 3.1 Maintenance of payments and cure of default, if any, on Long-Term Continuing Debts. Check one. None. If "None" is checked, the rest of Section 3.1 need not be completed or reproduced. The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with any changes required by the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by the trustee. Any existing arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief from the automatic stay is ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments under this paragraph as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan. If monthly payment changes exist, state the amounts and effective dates of the changes. Name of creditor and redacted account Collateral Current Amount of **Effective** installment arrearage (if date number payment (MM/YYYY) any) (including escrow) Roundpoint/Freedom Mortg \$0.00 \$0.00 (pre-and post petition arrears only: reg. payment outside plan by NF spouse) 51.000.00 7/2021 371 Greene Dr., Clairton, PA Insert additional claims as needed. Credit Acceptance Corp.; 110086344 2018 BMW X1 \$486.94 7/2023 3.2 Request for valuation of security, payment of fully secured claims, and/or modification of undersecured claims. Check one. None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced. Fully paid at contract terms with no modification Name of creditor and redacted account Collateral Amount of Interest rate Monthly secured claim payment to number creditor 0% \$0.00 \$0.00 Fully paid at modified terms

Name of creditor and redacted account number

Collateral
Amount of secured claim
Solution
Sol

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.

The debtor(s) will request, by filing a separate motion pursuant to Rule 3012, that the court determine the value of the secured claims listed below.

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For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed *Amount of secured claim*. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 (provided that an appropriate order of court is obtained through a motion pursuant to Rule 3012).

Name of creditor and redacted account number	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor
	\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00

		\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00					
	Insert additional claims as needed.											
3.3	Secured claims excluded from 11 U.S.C. § 506.											
	Check one.											
	None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced.											
	The claims listed below were either:											
	(1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or											
	(2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.											
	These claims will be paid in full und	These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.										
	Name of creditor and redacted account number	Collateral	A	mount of claim	Interest rate	Monthly p						
				\$0.00	0%		\$0.00					
	Insert additional claims as needed.											
3.4	Lien Avoidance.											
	Check one.											
	None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.											
	The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, <i>by filing a separate motion</i> , that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien.											
	Name of creditor and redacted account number	Collateral		Modified principal balance*	Interest rate	Monthly or pro ra	v payment ata					
				\$0.00	0%		\$0.00					
	Insert additional claims as needed.											
	*If the lien will be wholly avoided, insert \$0 for Modified principal balance.											
3.5	Surrender of Collateral.											
	Check one.											
	None. If "None" is checked, the	ne rest of Section 3.5 need r	not be completed or i	eproduced.								
	The debtor(s) elect to surrende final confirmation of this plan the 1301 be terminated in all respe	ne stay under 11 U.S.C. § 3	362(a) be terminated	l as to the collatera	l only and that	t the stay und	der 11 U.S.C. §					

Name of creditor and redacted account number Collateral

	nsert additional claims as needed.										
6	Secured tax claims.										
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods					
		\$0.00		0%							
	Insert additional claims as neede	ed.									
ar	* The secured tax claims of the at the statutory rate in effect as of the tax of the statutory rate in effect as of the tax of the statutory rate in effect as of the statutory rate in effect	of the date of confirmation		of Pennsylvania, ar	d any other tax claimants sha	ll bear interest					
	General.										
	Trustee's fees and all allowed p without postpetition interest.	riority claims, including	Domestic Support (	Obligations other th	an those treated in Section 4	.5, will be paid in fu					
	Trustee's fees.										
	Trustee's fees are governed by and publish the prevailing rates of the trustee to monitor any change	on the court's website fo	r the prior five years	s. It is incumbent u	pon the debtor(s) attorney or						
	Attorney's fees.										
	Attamanda fara ana manabla ta (	Christian M. Rieger, Esq.	In a	ddition to a retaine	er of \$_1860.00 (of which	\$ 310.00 was					
	payment to reimburse costs advecto be paid at the rate of \$250.00 approved by the court to date compensation above the no-loof additional amount will be paid to amounts required to be paid under the compensation above the no-look decided amounts required to be paid under the compensation above the no-look fee in debtor(s) through participation	per month. Incluing based on a combination of the plan, and the plan, and the plan in the amount provided from in the bankruptcy court.	ding any retainer pation of the no-look  IBD will be is plan contains su fallowed unsecured or in Local Bankrup	aid, a total of \$5310 c fee and costs d sought through a f fficient funding to p d claims. tcy Rule 9020-7(c)	oo in fees and costs reir eposit and previously appro- ee application to be filed and	unt of \$ 2450.00  mbursement has beeved application(s) for approved before a without diminishing the serious rendered to the					
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Check one.

None. If "None" is checked, the rest of Section 4.5 need not be completed or reproduced.

If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.

Debto	or(Gase 20-20487-GLT Doc 14:	1 File Docui	d 06/26/23 nent Paoุ	Entered 06/2 ge 7 of 10	26/23 nJhbi 19:23	Desc Main						
	Check here if this payment is for prepetition	n arrearage	es only.									
	Name of creditor (specify the actual payee, e. SCDU)	g. PA <b>D</b>	escription		Claim	Monthly payment or pro rata						
					\$0.00	\$0.00						
	Insert additional claims as needed.											
4.6	Domestic Support Obligations assigned or	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.										
	Check one.											
	None. If "None" is checked, the rest of Se	ection 4.6 n	eed not be compl	eted or reproduced.								
	The allowed priority claims listed below governmental unit and will be paid less that payments in Section 2.1 be for a ter	than the	full amount of	the claim under 11								
	Name of creditor  Amount of claim to be paid											
					\$0.00							
	Insert additional claims as needed.											
4.7	Priority unsecured tax claims paid in full.  Check one.  None. If "None" is checked, the rest of Section 4.7 need not be completed or reproduced.											
	Name of taxing authority		nount of claim		Interest	Tax periods						
	Name of taxing authority	i Otai ai	lount of Claim	уре от тах	rate (0% if blank)	rax perious						
			\$0.00		0%							
	Insert additional claims as needed.											
4.8	Postpetition utility monthly payments.											
	The provisions of this Section 4.8 are available are allowed as an administrative claim. Thes postpetition delinquencies, and unpaid security utility obtain an order authorizing a payment ch of the postpetition claims of the utility. Any unpathe debtor(s) after discharge.	e paymen deposits.	ts comprise a sir The claim paymed debtor(s) will be r	ngle monthly combinent will not change for equired to file an am	ed payment for postper the life of the plan unl ended plan. These pay	etition utility services, any ess amended. Should the ments may not resolve all						
	Name of creditor and redacted account nun	nber	Monthly p	ayment	Postpetition account	number						
				\$0.00								
	Insert additional claims as needed.											
Pai	t 5: Treatment of Nonpriority Unsec	ured Clai	ms									
	· · ·											

5.1 Nonpriority unsecured claims not separately classified.

Page 8 of 10 Document Debtor(s) **ESTIMATE(S)** that a total of \$ 0.00 will be available for distribution to nonpriority unsecured creditors. Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of \$ 0.00 shall be paid to nonpriority unsecured creditors to comply with the liquidation alternative test for confirmation set forth in 11 U.S.C. § 1325(a)(4). The total pool of funds estimated above is NOT the MAXIMUM amount payable to this class of creditors. Instead, the actual pool of funds available for payment to these creditors under the plan base will be determined only after audit of the plan at time of completion. The estimated percentage of payment to general unsecured creditors is 0.00 \_%. The percentage of payment may change, based upon the total amount of allowed claims. Late-filed claims will not be paid unless all timely filed claims have been paid in full. Thereafter, all late-filed claims will be paid pro-rata unless an objection has been filed within thirty (30) days of filing the claim. Creditors not specifically identified elsewhere in this plan are included in this class. 5.2 Maintenance of payments and cure of any default on nonpriority unsecured claims. Check one None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced. The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee. Name of creditor and redacted account number Current installment Amount of arrearage **Estimated total Payment** to be paid on the claim payment payments beginning by trustee date (MM/ YYYY) \$0.00 \$0.00 \$0.00 Insert additional claims as needed. 5.3 Other separately classified nonpriority unsecured claims. Check one. None. If "None" is checked, the rest of Section 5.3 need not be completed or reproduced. The allowed nonpriority unsecured claims listed below are separately classified and will be treated as follows: Name of creditor and redacted account Basis for separate classification and Amount of arrearage Interest **Estimated total** number treatment to be paid rate payments by trustee \$0.00 0% \$0.00 Insert additional claims as needed. Part 6: **Executory Contracts and Unexpired Leases** 6.1 The executory contracts and unexpired leases listed below are assumed and will be treated as specified. All other executory contracts and unexpired leases are rejected. Check one. None. If "None" is checked, the rest of Section 6.1 need not be completed or reproduced. Assumed items. Current installment payments will be disbursed by the trustee. Arrearage payments will be disbursed by the trustee. Name of creditor and Description of leased property or Current Amount of **Estimated total Payment** redacted account number executory contract installment arrearage to be payments by beginning payment paid trustee date (MM/ YYYY) \$0.00 \$0.00 \$0.00 Chrysler Capital 2019 Jeep Wrangler 654.42 (maturity 6/2023) 3/2020

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Desc Main

Insert additional claims as needed.

Vesting of Property of the Estate

Part 7:

7.1 Property of the estate shall not re-vest in the debtor(s) until the debtor(s) have completed all payments under the confirmed plan.

#### Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.
- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if *pro se*) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

#### Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

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Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

rt 10: Signat	tures				
rt 10: Signati	tures				

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Jamiee L. DeSimone	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on 6/8/2023	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X /s/ Christian M. Rieger	Date 6/8/2023	
Signature of debtor(s)' attorney	MM/DD/YYYY	

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